

WESTERN STATES AREA

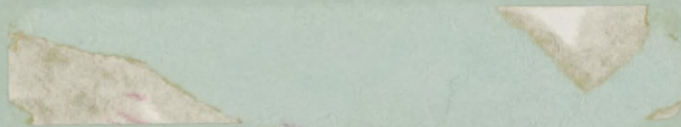
MASTER FREIGHT AGREEMENT



PROCEEDINGS OF

THE

JOINT WESTERN COMMITTEE



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WESTERN CONFERENCE OF TEAMSTERS



WESTERN CONFERENCE OF TEAMSTERS

1870 Ogden Drive, Burlingame, California 94011 phone 697-0500



October 3, 1966

MEMORANDUM:

Joint Western Area Committee Case #5-6-2360

The minutes of the August, 1966 meeting of the Joint Western Area Committee as distributed report the following action in the above captioned case.

DECISION: (Committee for Local Operations - Transcript page 177 - August 10, 1966)

Motion, made, seconded and deadlocked that due to the facts presented in this case the claim of the Union be denied.

DECISION: (Main Committee - Transcript page 575)

Motion, made, seconded and deadlocked that the claim of the Union be denied.

NOTE: This case shall be submitted to Umpire handling with Mr. Sam Kagel as the arbitrator.

The "NOTE" is in error and should be replaced with the following language:

DECISION: It was regularly moved, seconded and carried that this case shall be submitted to Umpire handling with Mr. Sam Kagel as the arbitrator.

Western Master Freight Division

AGENDA

Sir Francis Drake Hotel

May 9, 10, 11, 12, & 13, 1966

PROPOSED

JOINT WESTERN AREA COMMITTEE AGENDA

Submitted by The

WESTERN MASTER FREIGHT DIVISION

Meetings of May 9, 10, 11, 12, & 13, 1966

Sir Francis Drake Hotel - San Francisco, California

Joint Session of the Full Committee.

Monterey Room - 1:00 p.m., Monday, May 9, 1966.

1. Approval of the Minutes of the JWAC Sessions held February 14, 15, 16, 17, and 18, 1966.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the May sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Communications.
6. Other procedural or policy matters to come before the JWAC.
7. ADJOURNMENT.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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	Pg.	P.I.E.
#11-5-2075	(#1)	Locals: 222-976
#2-6-2184	(#2)	Consolidated Freightways Locals: 58 - 81
#2-6-2205	(3)	P.I.E. Locals: 287 - 468
#5-6-2329	(#4)	Consolidated Freight Locals: 81 - 962
#5-6-2330	(#5)	Consolidated Freightways, Inc. Locals: 81 - 483 - 741 - 900
#5-6-2331	(#6)	Delta Lines Locals: 381 - 890
#5-6-2332	(7)	Delta Lines Locals: 287 - 468
#5-6-2333	(#8)	Everts' Commercial Transport, Inc. Local: 313
#5-6-2334	(#9)	Garrett Freightlines, Inc. Locals: 150 - 468 - 533
#5-6-2335	(#10)	Garrett Freightlines, Inc. Locals: 483 - 533
#5-6-2336	(#11)	Garrett Freightlines, Inc. Locals: 190 - 983
#5-6-2337	(#12)	Garrett Freightlines, Inc. Locals: 2 - 190 - 448 - 983
#5-6-2338	(#13)	Garrett Freightlines, Inc. Locals: 2 - 53 - 190 - 983
#5-6-2339	(#14)	Helphrey Motor Freight, Inc. Locals involved: 524 - 741
#5-6-2340	(#15)	Helphrey Motor Freight Locals: 81 - 690
#5-6-2341	(#16)	Helphrey Motor Freight Local: 690
#5-6-2342	(#17)	Illinois-California Express Locals: 492 - 577
#5-6-2343	(#18)	Miles and Sons Trucking Service Locals: 150 - 287 - 386 - 439
#-5-6-2344	(#19)	Navajo Freight Lines, Inc. Locals: 492
#5-6-2345	(#20)	Navajo Freight Lines, Inc. Local: 961
#5-6-2346	(#21)	Navajo Freight Lines, Inc. Locals: 104
#5-6-2347	(#22)	Navajo Freight Lines, Inc. Locals: 468 - 492 - 710

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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#5-6-2348	(#23)	Pierce Freight Lines Locals: 81 - 150
#5-6-2349	(#24)	Sites Silver Wheel Freightlines, Inc. Locals: 883 - 900
#5-6-2350	(25)	T.I.M.E. Freight, Inc. Local: 224
#5-6-2351	(#26)	United-Buckingham Freight Lines Locals: 231 - 411
#5-6-2352	(#27)	Watson-Wilson Transportation Co. Locals: 4922 - 9961

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Intermountain Express Co.
11-5-2075

Change Locals involved: 222, Salt Lake City, Utah
of 976, Ogden, Utah
Operations

Request Company proposes to deliver freight directly from Salt Lake
for City to Ogden area with Salt Lake City based men. Ogden men
Review will be offered work in Salt Lake City.

As Union Secretary of the Utah-Idaho Joint State Committee,
I hereby request that the Joint Western Committee grant a
review of JWC Case #11-5-2075 on the basis that the Company
misrepresented the facts in the case.

Joint Western Area Committee

Case # 11 - 5 - 2 0 7 5

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways
2-6-2184

Change of Operations Locals involved: 81, Portland, Oregon
58, Longview, Washington

At the present time the Company is operating short-line runs between Longview, Washington and Portland, Oregon.

The Company proposes to do away with this operation and run peddle runs to Longview off of the Portland city board. The Longview men so affected will be offered work in Portland in accordance with Article 5, Section 6 (b) 2. These men are:

Roy W. Baker	Charles L. Faller
Wyman E. Maddaugh	Harold E. Rhodes
Elger E. Neubauer	Merritt D. Meddaugh

February JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways
5-6-2329

Change of Operations Locals involved: 81, Portland, Oregon
962, Medford, Oregon

At the present time, we are operating a regular run between Roseburg, Oregon and Portland, Oregon with a Roseburg domiciled man. The Company proposed to do away with this regular run and to move this freight via other present existing operations or off the Portland extra board, when necessary.

(Formerly JWC Case #2-6-2183.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways, Inc.
5-6-2330

Change	Locals involved:	81, Portland, Oregon
of		483, Boise, Idaho
Operations		741, Seattle, Washington
		900, Pendleton, Oregon

At the present time Consolidated Freightways is operating one division run six days per week, from Seattle, Washington to La Grande, Oregon. In connection with this, we also operate six days per week, a turnaround run between La Grande, Oregon and Boise, Idaho, which originates at La Grande.

The Company proposes to do away with this specific operation. The Company is also presently operating two divisions per day, in both directions, six days per week, between Portland, Oregon and La Grande, Oregon. One driver originates at Portland each of these days and one at La Grande. In connection with this division, we operate two turnaround runs per day, six days per week between La Grande, Oregon and Boise, Idaho. One run originates at La Grande and one originates at Boise.

The Company proposes to do away with this specific operation. In place of these, the Company proposes to relay to Portland via present existing operations, its Boise, Idaho area LTL freight that is handled by our Seattle terminal. This freight will then be combined with the Boise, Idaho LTL freight handled through our Portland terminal and be run on a Portland-Boise division, which will originate in Portland.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Delta Lines
5-6-2331

Change of Operations Locals involved: 381, Santa Maria, California
890, Salinas, California

1. The transfer of two (2) line tractors from Santa Maria to Salinas, California.
2. The transfer of Frank Roes and W. R. Cunningham according to the terms of the Labor Agreement.

THIS IS AN AGREED-TO-CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Delta Lines
5-6-2332

Change of Operations Locals involved: 287, San Jose, California
468, Oakland, California

1. Delta Lines will place two (2) additional line tractors in San Jose which will be manned by two (2) of our present Local 287 employees.
2. These tractors will pull a San Jose to Los Angeles run - one on each side of the board.
3. This will be a bid run and will be bid on a three-trip and two-trip basis.
4. The San Jose-based driver will be dispatched out of Los Angeles with the first full train of LTL freight for his home terminal.

AGREED TO CHANGE.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Everts' Commercial Transport, Inc.
5-6-2333

Change of Operations Local involved: 313, Tacoma, Washington

In January of this year we moved one of our Tacoma based units into the Portland, Oregon area. This unit is being driven by one of our Tacoma drivers, under full control of our Tacoma Terminal dispatch. This unit has been hauling out of Vancouver, Washington to Oregon points almost every day, missing only a day a week on the average.

When we sent this unit to Portland we put it up for bid according to our seniority board. Our senior driver did not want to move to the Portland area. Consequently our second senior driver is now operating the unit.

It is not our intent at this time to establish a terminal in the Portland, Vancouver area, as this run could be terminated at any time for a number of reasons.

I would like to know at this time if it is necessary to file for a Change of Operations under Article 44, Section 4, of the Western States Area Master Freight Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
5-6-2334

Change Locals involved: 150, Sacramento, California
of 468, Oakland, California
Operations 533, Reno, Nevada

Garrett Freightlines, Inc. proposes to establish a Sacramento-Reno turnaround run for the purpose of handling freight from the Los Angeles area and the Sacramento area in order to give overnight service between these points and Reno.

This schedule to be handled by a driver based in Sacramento. The schedule will not affect any of the presently protected seven divisions a day operating between Emeryville and Reno.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
5-6-2335

Change Locals involved: 483, Boise, Idaho
of 533, Reno, Nevada
Operations

Garrett Freightlines, Inc. requests approval to operate on an irregular basis from Boise, Idaho to Reno, Nevada.

This run will be pulled by the Boise extra board and will not affect our present bid runs operating between these two points.

We presently operate two bid runs daily from Boise, Idaho, to Winnemucca, Nevada. We operate a turnaround run from Winnemucca, Nevada, to Reno, Nevada, and return to Winnemucca. There will be no change made in these runs.

The proposed run will operate through from Boise to Reno in one division.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
5-6-2336

Change of Operations	Locals involved:	190, Billings, Montana
		983, Pocatello, Idaho

Garrett Freightlines, Inc. requests approval for the following operational change.

We presently operate two assigned runs per day from Pocatello, Idaho, to Billings, Montana. All runs over and above these two runs are pulled by the Pocatello extra board.

We request the right to also run extra schedules from Billings, Montana, to Pocatello, Idaho, with Billings extra drivers; or when possible to make turn in the middle of this run at Rainbow Ranch, the Pocatello and Billings drivers meeting and returning to their home bases.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
5-6-2337

Change	Locals involved:	2, Butte, Montana
of		190, Billings, Montana
Operations		448, Missoula, Montana
		983, Pocatello, Idaho

Garrett Freightlines request approval to operate on an irregular basis from Pocatello, Idaho to Missoula, Montana, via either Butte, Montana, or Salmon, Idaho. We further request the right to drop and pick up freight at points enroute.

This run will be pulled from the Pocatello extra board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Garrett Freightlines, Inc.
5-6-2338

Change	Locals involved:	2, Butte, Montana
of		53, Bozeman, Montana
Operations		190, Billings, Montana
		983, Pocatello, Idaho

Garrett Freightlines presently operates two bid schedules a day between Pocatello, Idaho and Butte, Montana. These schedules, in many cases, return empty from Butte to Pocatello. We request the right to return these schedules from Butte to Pocatello by way of either Bozeman, Montana or Salmon, Idaho to drop or pick up freight to avoid running empty.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Helphrey Motor Freight, Inc.
5-6-2339

Change of Operations	Locals involved:	524, Yakima, Washington
		741, Seattle, Washington

At the present time our first schedule between Seattle and Yakima, Washington is run out of Yakima by the Yakima based driver, Ray V. Walker, a member of Teamsters Local 524. This is a turnaround schedule; the driver runs from Yakima to Seattle and back to Yakima five days a week, Monday through Friday. Driver, Walker, is bid on this run and the bids expire in May of this year.

We desire to change this operation and run it just the opposite; that is from Seattle to Yakima and back to Seattle five days a week, Monday through Friday.

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Change of Operations	Locals involved:	81, Portland, Oregon
		690, Spokane, Washington

It is our desire to operate at least one schedule via the Oregon side either straight through or to break and turn at Umatilla, Oregon on both ends. It is also our desire to operate all extra schedules either straight through or to turn at Umatilla. In order to properly serve Yakima, we will have to continue to operate our second schedule with a turn at Toppenish as we do at present.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Helphrey Motor Freight
5-6-2341

Change Local involved: 690, Spokane, Washington
of
Operations

We presently have an operation between Spokane and Omak, Washington via what is commonly known as the 'direct route'. This route is via U.S. Highway #2 Spokane to Wilbur, Washington thence over State Highway 174 to Coulee Dam and thence to Omak via either Nespelem and Disautel Pass or via Bridgeport and Brewster, Washington.

We are also presently operating a semi-trailer unit between Wenatchee and Omak, Washington handling that freight which originates in Seattle, Washington and Portland, Oregon.

We seek permission to eliminate the schedule between Spokane and Omak over the direct routes described in the second paragraph above and handle that freight in the following manner. We would load double bottom trailers out of Spokane to Wenatchee five days per week, one of which would be loaded with that freight destined to Okanogan Valley points, and the other with Seattle and Wenatchee freight. We would also load double bottoms out of Seattle five days per week for Wenatchee one box of which would be loaded with freight for the Okanogan area. Each morning the two trailers loaded with Okanogan Valley freight would comprise a train unit and would be taken to Omak by the driver that is now operating the semi-trailer between Wenatchee and Omak, Washington.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Illinois-California Express
5-6-2342

Change Locals involved: 492, Albuquerque, New Mexico
of 577, Amarillo, Texas
Operations

I. C. X. requests a Change of Operations to run a single man operation from Amarillo, Texas to Santa Fe, New Mexico over a newly authorized route granted by the I. C. C. to I. C. X., February 9, 1966.

This is a new operation which will be operated by extra board drivers domiciled at Amarillo, Texas. No employees will be laid off as a result of this operation.

The effective date of beginning this operation is February 16, 1966.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Miles and Sons Trucking Service
5-6-2343

Change of Operations Locals involved: 150, Sacramento, California
287, San Jose, California
386, Merced, California
439, Stockton, California

Three (3) cement units be moved from Mt. View,
Three (3) cement units be moved from Sacramento,
Two (2) cement units be moved from Merced,

to the vicinity of Lockford, California on or about April 20, 1966.

This is done for the following reasons:

1. An increase in cement hauling from Calaveras Cement Co. in San Andreas, California.
2. Economy reason - new location is on direct route of hauls, thereby avoiding running excessive empty miles.
3. Drivers in all terminals will be offered, by seniority, the opportunity of moving with the equipment on a voluntary basis, to the new location.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
5-6-2344

Change of Operations Locals involved: 492, Albuquerque, New Mexico

PRESENT OPERATION

At present we have three combination Pick-Up and Delivery and Dock men, and one office employee based at Roswell, New Mexico.

PROPOSED OPERATION

The Company proposes to discontinue operation at Roswell, New Mexico and close the terminal effective immediately upon approval. The freight presently handled at Roswell, New Mexico will be inter-lined to other carriers. The laid off employees will be given the opportunity of employment when work is available at the Amarillo, Texas terminal if the employee accepts employment when offered. The Company will not be responsible for moving personal effects of the employees involved. If the employee refuses the offer when employment is offered, he will remain on lay-off status as provided for in Article V, Section 6, Paragraph 'C' of the National Master Freight Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
5-6-2345

Change Local involved: 961, Denver, Colorado
of
Operations

PRESENT OPERATION

At the present time we have eleven sleeper tractors assigned on a wheel operating from Denver, Colorado to Albuquerque, New Mexico and Amarillo, Texas, and return, and twenty-two drivers bidding on seats only.

We have eight sleeper tractors assigned on a wheel operating from Denver, Colorado to Los Angeles, California and Oakland, California and return, and sixteen drivers bidding seats only.

We have eighteen sleeper tractors assigned Denver, Colorado to Chicago, Illinois and return. The drivers bid seats.

PROPOSED OPERATION

The Company proposes to establish a slide seat operation with all the Denver domiciled equipment.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
5-6-2346

Change Locals involved: 104, Phoenix, Arizona
of
Operations

PRESENT OPERATION:

At present we have three combination Pick-Up and Delivery and Dock men, and one office employee based at Flagstaff, Arizona.

PROPOSED OPERATION:

The Company proposes to discontinue operations at Flagstaff, Arizona effective immediately upon approval. The freight presently handled at Flagstaff, Arizona will be interlined to other carriers.

The laid off employees will be given the opportunity of employment when work is available at the Albuquerque, New Mexico terminal if the employee accepts employment when offered. The Company will not be responsible for moving personal effects of the employees involved. If the employee refuses the offer when employment is offered, he will remain on lay-off status as provided for in Article V, Section 6, Paragraph C, of the National Master Freight Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Navajo Freight Lines, Inc.
5-6-2347

Change Locals involved: 468, Oakland, California
of 492, Albuquerque, New Mexico
Operations 710, Chicago, Illinois

PRESENT OPERATION:

We have 83 trucks and 166 drivers domiciled at Albuquerque, New Mexico operating between Albuquerque, New Mexico and Oakland, California, and Albuquerque, New Mexico and Chicago, Illinois. The Company is bidding seats only on mentioned runs and drivers are placed or assigned on trucks. In some instances between annual bids drivers bid off run and chose to go on extra board and at a later date would bid on other vacant seats on the same or other runs. The Company would place or assign the drivers.

PROPOSED OPERATION:

The Company proposes to slide all seats with drivers on all trucks based at Albuquerque, New Mexico.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pierce Freight Lines
5-6-2348

Change of Operations Locals involved: 81, Portland, Oregon
150, Sacramento, California

Establish Sacramento, California, as an additional
domicile point for Company's sleeper cab operations.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Sites Silver Wheel Freightlines, Inc.
5-6-2349

Change Locals involved: 883, Hood River, Oregon
of 900, Pendleton, Oregon
Operations

Closing of terminal at Arlington, Oregon.

Sites Silver Wheel has in the past maintained a one-man terminal at Arlington, Oregon. Because of substantial decline of business due to relocation of Arlington, Oregon, it is economically necessary to close that terminal. The one employee involved was transferred from the Sites Silver Wheel terminal at Hermiston, Oregon, to Arlington in September, 1964. Employee involved shall be transferred back to his former branch and exercise his seniority based on date of hire at the branch pursuant to Article 5, Section 6 (b) of the National Master Freight Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # T.I.M.E. Freight, Inc.
5-6-2350

Change Local involved: 224, Los Angeles, California
of
Operations

Clarifica- Local 224 on behalf of Douglas Shartzter is asking for misdispatch
tion time in violation of Change of Operations Case #JWC 7-351.

Case #SC-3-6-6926.

JSC Motion: That this case is referred to the Change of
Operations Committee for clarification of Case #7-351.
Motion Carried.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # United-Buckingham Freight Lines
5-6-2351

Change Locals involved: 231, Bellingham, Washington
of 411, Mount Vernon, Washington
Operations

United-Buckingham Freight Lines proposes to close its terminal operation at Mount Vernon, Washington and serve the Mount Vernon area out of its Bellingham, Washington terminal.

Mount Vernon is within the 35 mile pickup and delivery radius of Bellingham.

AGREED TO CHANGE.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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COMMITTEE FOR LOCAL OPERATIONS:

	Pg.		
#2-6-2212	(#28)	Local 45	Consolidated Freightways
#5-6-2353	(#29)	Local 17	Burlington Truck Lines
#5-6-2354	(#30)	Local 17	Rio Grande Motor Way
#5-6-2355	(#31)	Local 81	Consolidated Freightways
#5-6-2356	(#32)	Local 81	O. N. C.
#5-6-2357	(#33)	Local 81	Ringsby Pacific, Ltd.
#5-6-2358	(#34)	Local 208	Santa Fe Trail Transportation
#5-6-2359	(#35)	Local 208	Shippers Express Co.
#5-6-2360	#36)	Local 208	Trojan Freight Lines
#5-6-2361	(#37)	Local 357	Panda Terminals
#5-6-2362	(#38)	Local 357	Western Truck Leasing
#5-6-2363	(#39)	LEAVES OF ABSENCE	
	(#40)	LEAVES OF ABSENCE	
	(#41)	LEAVES OF ABSENCE	

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 45, Great Falls, Montana, and
2-6-2212 Consolidated Freightways

P & D Union stated that the five men involved in this case had been paid
Dispute for straight dock work by the employer and that all of the men at
one time or another on every shift worked and performed fork
lift work, as well as checking freight.

It was the employers position that on the evening shifts these
men worked, they were not directed to use the fork lift. The fact
that the men used the fork lift of their own accord does not
necessarily make them a fork lift operator. It was the position
of the Company that an employee has to be assigned as a fork lift
operator, checker, etc.

Case Numbers - M-529, M-530, M-531, M-532, and M-533.

JSC Motion: That in Cases M-529, 530, 531, 532, and 533,
the claim of the Union be paid for the days that the employees
worked in a higher classification, from the date that each employee
became a regular employee. Further, that the involved employees
be paid the additional .12¢ per hour for casual employment if the
records show that they did not receive same.

Deadlocked Montana JSC November 19, 1965.

February JWAC Action: The committee to hold jurisdiction over
this case until May, and the parties be instructed to attempt a
possible settlement.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-6-2353 Burlington Truck Lines

P & D Jesse E. Lange states: I am claiming holiday pay for
Dispute December 24 and 25, 1964.

Case #11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-6-2353 Burlington Truck Lines

P & D Jesse E. Lange states: I am claiming holiday pay for
Dispute December 24 and 25, 1964.

Case #11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and
5-6-2354 Rio Grande Motor Way, Inc.

P & D William E. Black states: Used dock hand as a hostler to set
Dispute up trailer schedules into dock 7:30 a.m. Used regular hostler
to deliver trailer elsewhere.

Case #56.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-6-2355 Consolidated Freightways, Inc.

P & D Local Union 81 is claiming pay for John Meyers from Consolidated
Dispute Freightways under Article 48, Section 10, of the Pick-Up &
Delivery, Local Cartage and Dock Workers Supplemental
Agreement.

The Union contends that Meyers is a regular employee in the twenty-percent category , on call. On March 22, 1966, at 11:25 a.m., he called the Company and asked if there would be any work for him, he was told that there wouldn't be any work available for him on that day. After 12:30 p.m., the last regular shift starting time, he left home. Later that day, the Company used men with less seniority than Meyers and the Union contends that Meyers is entitled to pay as outlined in the above named agreement.

The employer contends that Meyers is one of the men they let call in because he is never available by phone at home. When he called at 11:25 a.m., they didn't anticipate any work for him. At 2:30 p.m., a customer called demanding service that required six additional men and they also had an influx of transcon freight and realized that they could use every available man on the seniority board. At 3:30 p.m. they called Meyers' home and whoever answered the phone said he was not there. The Company contends he was not available and is not entitled to pay as claimed.

Case #730.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC April 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-6-2356 O.N.C. Motor Freight System

P & D The Union is claiming pay amounting to six (6) days for Francis
Dispute Finkle from O.N.C. Motor Freight System.

The Union contends that employee Finkle has been off work due to a respiratory condition since November, 1965. On March 7, 1966, he underwent a complete physical examination by his personal doctor, Dr. Butler, who released him for work and issued him an I.C.C. card. The Company advised him that he would have to get a release from their doctor, Dr. Welch, before they would return him to work. Dr. Welch, after examining Finkle, told him that since he had a valid I.C.C. card, it was not necessary for him to put his release in writing. Dr. Welch was concerned over a possible hernia detected by x-rays, he consulted with Dr. Butler, and also called in his partner, Dr. Jones. Both Doctors Butler and Jones convinced Dr. Welch that what he detected as a possible hernia was not one, but could possibly develop into one, but should not preclude him from returning to work. On March 14, 1966, Finkle was released by Dr. Welch and had a statement in writing from Dr. Butler which the Company would not accept. He again was forced to wait until Dr. Welch found time to put his verbal release in writing. The Union contends that on March 23, 1966, the Company accepted the very same facts and conditions that were made available to them on March 14th, and returned Finkle to work. The Company, in refusing to even read or consider the previous information caused Finkle the loss of six days work, which the Union contends was unnecessary and the Union is claiming pay for the work lost by Finkle.

The Employer contends that on March 16, 1966, they received, from the office of their consulting doctor, Dr. Welch, a report to the effect that this man, Finkle, should not perform any heavy lifting. For that reason, and because of Finkle's past medical history, the Company felt that they had no work available that Finkle could qualify for. Finkle went to his personal physician, Dr. Butler, and obtained a statement setting forth that Finkle could perform work as described to him by Finkle. This letter was dated March 23, 1966, and the Company confirmed by phone that the work described was Finkle's regular duties. On the same day, the Company consulted their home office for advice on consulting a third doctor, as provided in such cases in the Agreement. They did not feel it was necessary and Finkle was immediately put on the dispatch board that night in his rightful position. The Company maintains that they did not create any unusual delay, they chose not to consult a third doctor as directed in the Agreement, which could have meant further delay. The Company therefore feels that the pay demand is unreasonable.

Case #732.

JSC Motion: That the Union's position be upheld.
Deadlocked Oregon JSC April 14, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-6-2357 Ringsby Pacific, Ltd.

P&D The Union is protesting the position taken by Ringsby Pacific, Ltd.,
Dispute in refusing to let employee Ivan LaRue bid a driving position.

The Union contends that LaRue has been blind in one eye since he was six years old, and now because of this the Company refuses to let him bid a P. U. D. position. He is classified as a helper on the midnight shift, his seniority would allot him a position on the day shift, however, the Company states that they do not have work for a helper or a full-time dockman on the day crew. The Company relies on ICC Motor Carriers Safety Regulations Part 191, contending that LaRue is not physically capable to drive. The Union states that the ICC., by letter, confirmed the provision in the Manual wherein it provides that a driver operating a vehicle wholly within a municipality is not subject to Part 191, with the exception of placarded loads. The Union contends that LaRue has driven over-the-road in the past, he has a valid ICC card, he has been classified as a driver with the Company before, and further, that the Company employs a man as a driver at their Oakland terminal with the same handicap as LaRue's, therefore, he is entitled to bid a position on the shift that his seniority entitles him to work.

The Company contends that LaRue has been classified as a helper since 1962, he is 55 years old, blind in one eye, and has 2 fingers missing from his left hand. He is not able to meet the physical capabilities required by the I. C. C. The Company maintains that there are so many items that the I. C. C. is now listing as items that must be placarded that they would have to have another driver available just to protect LaRue from violating I. C. C. Regulations.

Case #724.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC April 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
5-6-2358 Santa Fe Trail Transportation

P & D During the week of September 6, 1965, G. Gonzales worked
Dispute Tuesday thru Saturday, Sunday and the following Sunday. We
claim double time for all hours worked on Monday the seventh
consecutive day.

Case #SC-2-6-6863.

JSC Motion: That based on the facts as presented, G. Gonzales
did not physically work seven days, therefore, the claim is denied.

Deadlocked Southern California JSC February 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-6-2359 Shippers Express Company

P&D Shippers Express only pays \$3.36 per hour for work performed
Dispute by Ronald Harruff. We claim all back pay at his rate of \$3.36 $\frac{1}{2}$.

Case #SC-3-6-7004.

JSC Motion: That Ronald Harruff was properly compensated
under the short line application in Joint Council 42.

Deadlocked Southern California JSC March 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
5-6-2360 Trojan Freight Lines

P&D Curtis L. Corbitt was employed by the Employer on the date of
Dispute January 6, 1965, and whereby Corbitt having been placed on an
improper lay-off, and remaining on said improper lay-off since
said date.

For and on behalf of Corbitt, the Local Union claims all monies
Corbitt would have earned had he not been placed on this improper
lay-off and had he been correctly worked.

This claim is for 8 hours pay at the applicable rate of pay, for
a total of 274 days. The amount of this claim is \$7,227.28.

Case #SC-3-6-7019.

JSC Motion: That in view of the fact that there is a seniority
question in this case and the last sentence of Article 43, Section 5,
reads as follows: "If in the consideration of any claim submitted
under this section, it shall appear that any grievance or dispute is
involved in connection therewith other than a claim for money due,
such grievance or dispute shall be considered and determined in
the same manner as if it had been submitted in accordance with
Article 1 of this Article," then I move that the case be heard on
its merits.

Deadlocked Southern California JSC March 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and
5-6-2361 Panda Terminals

P & D For and on behalf of: Ed C. Dodd, Jr. "I went to Panda
Dispute Terminals at 9:00 p.m. on Sunday, 12-19-65. I was dispatched
there from the Hiring Hall. I had lost my card and I told the
Foreman. He said he could not use me because he called for 10
hall men and 10 showed up.

I know that it is my fault for losing the dispatch card, but the
dispatcher calls the terminals and gives the names of the men
dispatched to the Company. It was the Company's error for not
having a list of men who were dispatched. If I had not shown up
at the appointed time, I would be in the position of receiving a
letter from Panda for NO SHOW. I feel that if I had not shown up
for work the list would have been found and I would have received
a letter. If I am responsible to be there when dispatched, then
they are responsible for hiring me and using me instead of replacing
me with a non-Union bird dog. I am asking for this time lost and
request \$38.34 as I was available and was ready for work."

Case #SC-2-6-6772.

JSC Motion: That the claim of Ed C. Dodd, Jr. be allowed.

Deadlocked Southern California JSC February 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and
5-6-2362 Western Truck Leasing

P & D COMPLAINT BY LAWTON: "Western Truck Leasing Company
Dispute worked a man (non-Union), a Mr. Cary. This man had no
seniority with our Company or Union. I am claiming these
dates, at a checkers rate of pay, because I was laid off at
the time this man was working.

Case #SC-4-6-7133.

JSC Motion: That the claim of Lester Lawton is denied.

Deadlocked Southern California JSC April 7, 1966.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # 5-6-2363	(L-421)	<u>WILEY A. CARIKER</u> , member of Local 357, Los Angeles, California. Employee of Coast Cartage Co. Request is for a period of sixty (60) days, effective March 1, 1966, for the purpose of non-Union job as Dock Supervisor.
	(L-422)	<u>JOSEPH B. OUGH</u> , member of Local 692, Long Beach, California. Employee of M & M Transfer Co. Request is for a period of ninety (90) days, effective March 16, 1966, for the purpose of Managerial position.
	(L-423)	<u>BERL MATHEWS</u> , member of Local 439, Stockton, California. Employee of Paxton Trucking Company. Request is for a period of ninety (90) days, effective January 16, 1966, for the purpose of becoming Dispatcher for Paxton Trucking Company. <u>NOTE:</u> A request for 90 day leave of absence was requested at the February, 1966 JWAC Meetings but was referred back to the parties as it was improper before the committee (See #2-6-2226 - L-413).
	(L-424)	<u>JOHN V. ROBERTS</u> , member of Local 310, Tucson, Arizona. Employee of Pacific Motor Trucking. Request is for a period of eighty-five (85) days, effective December 6, 1965, for the purpose of replacing an injured man while off working in Local 104 jurisdiction.
	(L-425)	<u>JULIUS N. MENDEZ</u> , member of Local 208, Los Angeles, California. Employee of Illinois-California Express. Request is for a period of ninety (90) days, effective January 17, 1966, for the purpose of a trial dispatcher for Company.
	(L-426)	<u>DONALD KUHN</u> , member of Local 17, Denver, Colorado. Employee of Fleet Distributing Service, Inc. Request is for a period of thirty (30) days, effective March 7, 1966 for the purpose of operating department at Scott Truck Line as Supervisor.
	(L-427)	<u>BRUCE C. CHRISAWN</u> , member of Local 357, Los Angeles, California. Employee of Los Angeles-Seattle Motor Express, Inc. Request is for a period of ninety (90) days, effective March 1, 1966, for the purpose of accepting a Supervisory job on the LASME - L. A. dock.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-428) ROBERT L. FREEMAN, member of Local 180, Los Angeles, California. Employee of Los Angeles-Seattle Motor Express, Inc. Request is for a period of ninety (90) days, effective March 21, 1966, for the purpose of accepting a Supervisory job at LASME Los Angeles terminal.
- (L-429) WILLIAM W. WRIGHT, member of Local 684, Eureka, California. Employee of Walkup's Merchants Express. Request is for a period of (indefinite period) to become effective April 1, 1966, for the purpose of assuming the duties of Terminal Manager at Eureka, California.
- (L-430) FRED P. MORASKY, member of Local 357, Los Angeles, California. Employee of Valley Motor Lines. Request is for a period of ninety (90) days, effective March 21, 1966, for the purpose of filling non-covered position.
- (L-431) JAMES F. HUTHERT, member of Local 222, Salt Lake City, Utah. Employee of I.M.L. Freight. Request is for a period of ninety (90) days, effective March 1, 1966, for the purpose of probationary Supervisory Training at I.M.L. Salt Lake City, Utah.
- (L-432) CHARLES E. EVANS, member of Local 961, Denver, Colorado. Employee of Ruan Transport Corporation. Request is for a period of ninety (90) days, effective April 1, 1966, for the purpose of driver training and checking bulk plants for keystone delivery.
NOTE: Original Leave of Absence, commencing April 12, 1965, for a period of 90 days, was granted during the May, 1965 JWAC Meetings. Refer to Case #5-5-1866 (L-340).
- (L-433) GEORGE A. DICKSON, member of Local 208, Los Angeles, California. Employee of Qwikway Trucking Co. Request is for a period of thirty (30) days, effective April 24, 1966, for the purpose of trying out for Dispatcher position with Company.
NOTE: Original Leave of Absence, commencing January 24, 1966, for a period of 60 days was granted during the February, 1966 JWAC Meetings. Refer to Case #2-6-2226 (L-415).

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-434) ARTHUR SALAZAR, member of Local 208, Los Angeles, California. Employee of Shippers Express Company. Request is for a period of ninety (90) days, effective April 4, 1966, for the purpose of trying out for Supervisory position of Dispatcher.
- (L-435) RUSSELL SANTRIZOS, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of thirty (30) days, effective April 5, 1966, for the purpose of taking position as Assistant Dock Foreman.
- (L-436) EDDIE LaCROSS, member of Local 357, Los Angeles, California. Employee of Smith Transportation, Company. Request is for a period of ninety (90) days, effective April 1, 1966, for the purpose of taking a Supervisory position.
- (L-437) CECIL MAX TUMBLIN, member of Local 741, Seattle, Washington. Employee of Garrett Freightlines, Inc. Request is for a period of ninety (90) days, effective April 18, 1966, for the purpose of qualifying for a Supervisory position.
- (L-438) ROBERT P. HAMEL, member of Local 208, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of ninety (90) days, effective April 13, 1966, for the purpose of training for a Supervisory position.
- (L-439) ROGER HARDING, member of Local 357, Los Angeles, California. Employee of Griley Security Freight Lines. Request is for a period of ninety (90) days, effective April 11, 1966, for the purpose of trial basis for non-covered position.
- (L-440) JOHN KISSEL, member of Local 17, Denver, Colorado. Employee of I. M. L. Freight, Inc. Request is for a period of sixty (60) days, effective April 14, 1966, for the purpose of assuming the position of Dock Foreman. NOTE: Original Leave of Absence, commencing November 4, 1965 for a period of 30 days, was granted during the February, 1966 JWAC Meetings. Refer to Case #2-6-2226 (L-391).
- (L-441) HUGH WALLIN, member of Local 961, Denver, Colorado. Employee of D-C International. Request is for a period of ninety (90) days, effective April 11, 1966, for the purpose of accepting a position of work not covered by the Agreement.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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MAIN COMMITTEE:

#11-5-2127	Page (#42)	Local 690	United-Buckingham	OTR Dispute
#11-5-2140	(#43)	Local 961	Navajo Freight	Master Dispute
#2-6-2268	(#44)	Local 224	Cal-Canadian	OTR Dispute
#2-6-2281	(#45)	Local 439	Miles Motor	OTR Dispute
#2-6-2295	(#46)	Local 741	United-Buckingham	OTR Dispute
#5-6-2364	(#47)	Local 17	Garrett Freight	Interpretation
#5-6-2365	(#48)	Local 17	I. M. L. Freight	Interpretation
#5-6-2366	(49)	Local 17	Red Ball Motor Frt.	Interpretation
#5-6-2367	(#50)	Local 45	Garrett Freightlines	OTR Dispute
#5-6-2368	(#51)	Local 45	Consolidated	OTR Dispute
#5-6-2369	(#52)	Local 70	American Pipe	Jt. C. #7 Dispute
#5-6-2370	(#53)	Local 70	Di Salvo	Jt. C. #7 Dispute
#5-6-2371	(#54)	Local 70	Haslett Warehouse	Jt. C. #7 Dispute
#5-6-2372	(#55)	Local 70	Sea Land	Jt. C. #7 Dispute
#5-6-2373	(#56)	Local 70	Sea Land	Jt. C. #7 Dispute
#5-6-2374	(#57)	Local 70	Sea Land	Jt. C. #7 Dispute
#5-6-2375	(#58)	Local 70	Sea Land	Jt. C. #7 Dispute
#5-6-2376	(#59)	Local 70	Sea Land	Jt. C. #7 Dispute
#5-6-2377	(#60)	Local 70	Transcon Lines	Jt. C. #7 Dispute
#5-6-2378	(#61)	Local 70	Transcon Lines	Jt. C. #7 Dispute
#5-6-2379	(#62)	Local 70	Walkup's Merchants	Interpretation
#5-6-2380	(#63)	Local 70	Walkup's Merchants	Jt. C. #7 Dispute
#5-6-2381	(#64)	Local 81	Garrett Freightlines	OTR Dispute
#5-6-2382	(#65)	Local 81	Helphrey Motor	OTR Dispute
#5-6-2383	(#66)	Local 81	O. N. C.	OTR Dispute
#5-6-2384	(#67)	Local 81	O. N. C.	OTR Dispute

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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#5-6-2385	(#68)	Local 81	United-Buckingham	OTR Dispute
#5-6-2386	(#69)	Local 81	O.N.C.	OTR Dispute
#5-6-2387	(#70)	Local 150	Interstate Motor	OTR Dispute
#5-6-2388	(#71)	Local 180	Consolidated	Interpretation
#5-6-2389	(#72)	Local 180	P.I.E.	OTR Dispute
#5-6-2390	(#73)	Local 180	Navajo Freight	OTR Dispute
#5-6-2391	(#74)	Local 208	Hills Transportation	OTR Dispute
#5-6-2392	(#75)	Local 208	Royal Transportation	Master Dispute
#5-6-2393	(#76)	Local 222	Garrett	OTR Dispute
#5-6-2394	(#77)	Local 224	Milne Truck Lines	OTR Dispute
#5-6-2395	(#78)	Local 224	Vernon Livestock	Master Dispute
#5-6-2396	(#79)	Local 287	Consolidated	Jt. C. #7 Dispute
#5-6-2397	(#80)	Local 287	L. & G. Trucking	Sub-Contracting
#5-6-2398	(81)	Local 287	Ringsby	Jt. C. #7 Dispute
#5-6-2399	(#82)	Local 287	Western Gillette	OTR Dispute
#5-6-2400	(#83)	Local 287	Scoffone Trucking	OTR Dispute
#5-6-2401	(#84)	Local 315	West Transportation	OTR Dispute
#5-6-2402	(#85)	Local 324	Gould National Batteries	Master Dispute
#5-6-2403	(#86)	Local 468	Valley Motor Lines	OTR Dispute
#5-6-2404	(#87)	Local 690	Consolidated	OTR Dispute
#5-6-2405	(#88)	Local 690	Helphrey Motor	OTR Dispute
#5-6-2406	(#89)	Local 692	Sea Land	Office Dispute
#5-6-2407	(90)	Local 741	O.N.C.	OTR Dispute
#5-6-2408	(#91)	Local 741	Puget Sound Truck Lines	OTR Dispute
#5--6-2409	(#92)	Local 741	United-Buckingham	OTR Dispute
#5-6-2410	(#93)	Local 775	Denver Chicago Trucking	Automotive Dispute
#5-6-2411	(#94)	Local 775	Denver Chicago Trucking	Automotive Dispute
#5-6-2412	(95)	Local 856	Delta Lines	Office Dispute

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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MAIN COMMITTEE:

#5-6-2413	(#96)	Local 856	Insured Transportation	Office Dispute
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#5-6-2414	(#97)	Local 856	Walkup's Merchants	Office Dispute
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#5-6-2415	(#98)	Local 886	Transcon Lines	OTR Dispute
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#5-6-2416	(#99)	Local 961	Navajo Freight	OTR Dispute
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#5-6-2417	(#100)	Local 961	The Ringsby System	OTR Dispute
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#5-6-2418	(#101)	Local 961	The Ringsby System	OTR Dispute
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#5-6-2419	(#102)	Local 961	The Ringsby System	OTR Dispute
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#5-6-2420	(#103)	Local 961	Santa Fe Trail	OTR Dispute
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#5-6-2421	(#104)	Local 961	Santa Fe Trail	OTR Dispute
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#5-6-2422	(#105)	Local		
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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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MAIN COMMITTEE:

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 690, Spokane, Washington, and
11-5-2127 United-Buckingham Freight Lines

OTR Local 690 is requesting two (2) Portland bid runs per day.
Dispute

Particulars will be available at the November, 1965 JWC hearings.

Case No. 1186 (U).

JSC Motion: That the Company try two (2) Spokane-Portland runs per night to be started when the Company has completed their Change of Operations as recently granted by the JWAC in Case #8-5-1967, to try this for a 90 day period at which time the Union and the Company will either agree they can bid or present facts before this committee as to their inability to bid these runs.

Deadlocked Washington JSC September 8, 1965.

November JWAC Action: Postponed.

February JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 961, Denver, Colorado, and
11-5-2140 Navajo Freight Lines

MASTER Local 961 on behalf of its members employed at Navajo Freight
Dispute Lines state: This grievance is being filed against Navajo Freight
Lines because of the Company's failure to pay the \$5.00 on
piggy-back. Grievance signed by Frank Newman, Fred H. Brown,
Sam Altergott, Claude C. Griffin, Fred Bozaich, Walter O. Warner,
Cecil J. Hoffman, James Heeres, D. McManigal, M. L. Carter,
O. K. Foster, L. L. Larson, H. L. Hicks, P. I. Plym, E.E. Gaddis,
L. A. Cowan, L. A. Montgomery, Paul Meyers, Lloyd E. Plush
and John J. Nelson.

Case No. 24.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 8, 1965.

November JWAC Action: Postponed.

February JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and
2-6-2268 Cal-Canadian Motor Express

OTR Local 224, on behalf of Gerald H. Dees, Jr. and Albert Curtis,
Dispute is claiming money shortages representing work time, layover pay,
subsistence pay, vacation pay, holiday pay, etc. Total amount
claimed for Gerald H. Dees, Jr. is \$5,443.80. Total amount
claimed for Albert Curtis is \$8,981.80.

Case #SC-12-(10)-65-6302.

JSC Motion: That based on the facts as presented, the claim of
the Union is upheld subject to a verification of the amounts claimed.

Deadlocked Southern California JSC December 16, 1965.

February JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
2-6-2281 Miles Motor Transport System

OTR Union requests Company furnish transportation immediately and
Dispute reimburse drivers for costs incurred due to their having to furnish
their own transportation from August 21, 1965, to time of hearings.

Case #FL-115-4.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC November 22, 1965.

February JWAC Action: The committee retains jurisdiction; the
parties to check transportation and report back to the committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
2-6-2295 United-Buckingham Freight Lines

OTR Local 741 disputes the manner in which U. B. compensates their
Dispute road drivers when they are dispatched via Tacoma on either the inbound or outbound leg of their trip. It is our position that the road drivers are entitled to a divisions pay, plus 64 additional miles on one leg of a via Tacoma or 128 additional miles on both legs of a via Tacoma.

Case #1315 (U).

JSC Motion: That this case is sent to the JWAC as an interpretive matter under the Contract and particularly Article 56, Sec. 2. It involves the opening of a new road, State Highway 18, which allows a cutoff before entering Seattle thru Tacoma and on to Seattle the use of which Highway results in a decrease of mileage from Eastern Washington points to Tacoma, but which results in additional miles if run thru Tacoma and on to Seattle. The question for interpretation is whether under these circumstances, the 1/6th formula is to be used on runs terminating in Tacoma, on runs terminating in Seattle or neither run.

Washington JSC date of action, January 6, 1966.

February JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and
5-6-2364 Garrett Freight Lines, Inc.

Interpre- Union claims that Company has not a Tuesday thru Saturday work
tation week; only Monday thru Friday.

Case #66.

JSC Motion: Referred to JWC for interpretation based on
these facts.

Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
5-6-2365 I.M.L. Freight

Interpre- Union claims that the Company does not have a Tuesday thru
tation Saturday work week; only Monday thru Friday.

Case #65.

JSC Motion: Referred to JWC for interpretation based on
these facts.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 17, Denver, Colorado, and
5-6-2366 Red Ball Motor Freight

Interpre- Union claims that Company does not have a Tuesday thru
tation Saturday work week; only Monday thru Friday.

Case #43.

JSC Motion: Referred to JWC for interpretation based on
these facts.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 45, Great Falls, Montana, and
5-6-2367 Garrett Freightlines

OTR Time slip for 2nd dispatch, Wally Miller. Was dispatched on two
Dispute separate dispatches with different equipment for each dispatch,
and employee is guaranteed two short line runs or 8 hours pay for
each dispatch.

Case # M-576.

JSC Motion: That in Case M-576 Wally Miller be paid for two short
line runs which would be the difference between what he was paid
and what two short lines will pay.

Deadlocked Montana JSC February 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 45, Great Falls, Montana, and
5-6-2368 Consolidated Freightways

OTR Mr. Bruce is a furloughed Over-the-Road driver for the employer
Dispute and on the dates of January 3, 4, and 6th of this year, a dockman
was used to pull trips to Sweet Grass, Montana. It was the position
of the local that Mr. Bruce should have been called to pull these
trips.

Case # M-575.

JSC Motion: That in Case M-575 the position of the Union be
upheld.

Deadlocked Montana JSC February 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
5-6-2369 American Pipe & Construction

Joint Load brought from Los Angeles should have been brought to
Council 7 Hayward plant, then delivered to Livermore Atomic Plant by
Dispute local people.

Local 420 (Teamsters) Contract gives them jurisdiction. Also,
the Los Angeles plant maintains its own accounts over which the
Hayward plant has no control.

Case # LD-2164.

Joint Council #7 Labor-Management Committee Motion: That
the parties be instructed to follow the provisions of Article 30
of the National Master Freight Agreement.

Deadlocked Joint Council #7 Labor-Management Committee
March 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2370 DiSalvo Trucking

Joint That all bobtail drivers worked every day at the dock rate
Council 7 (\$. 50 per day higher) and should therefore receive holiday pay
Dispute and vacation pay at the higher rate. (Summation of Union Position:)

The drivers are paid the higher dock rate only when worked; also
that the men were hired in the bobtail classification and should
be paid holidays and vacation based on their permanent classification -
bobtail driver. (Summation of Employer Position:)

Case #LD-2156.

Joint Council #7 Labor-Management Committee Motion: That
this case be referred back to the parties to produce more complete
pay records of the employees involved and this committee to
retain jurisdiction.

Deadlocked Joint Council #7 Labor-Management Committee
February 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-6-2371 Haslett Warehouse Company

Joint On January 19, 1966, Haslett dispatched to General Electric,
Council 7 W. W. Granger and Lincoln Electric Co., trailers. The drivers
Dispute were ordered to deliver them and drop. This is an operation that
requires the driver to remain with his equipment.

Request for pay for any man laid off or senior man from the
Hiring Hall for this day and any day that this operation occurs.

Joint Council #7 Labor-Management Committee Motion: That
the Union claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
February 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2372 Sea Land of California

Joint On 11-4-65, there were three container vans loaded at Cal-Pak
Council 7 for Sea Land by warehousemen. This was at E. 9th Street and
Dispute Fruitvale, Oakland.

Case #LD-2189.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
March 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2373 Sea Land of California

Joint All men at Sea Land are hired as drivers and should be dispatched
Council 7 at the 8:00 a.m. starting time before any man from the Hiring
Dispute Hall is dispatched as a driver. The only exception to this would
be men that request dock work.

Case #LD-2194.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
March 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2374 Sea Land of California

Joint On the following days, San Jose drivers left their terminal
Council 7 stopped at Trailmobile, picked up new trailers and brought them
Dispute to the Oakland terminal. They returned to Trailmobile without
going to their San Jose terminal. They shuttled trailers in
Alameda County from the Oakland terminal.

May 18, 1965 - three men - 12 trailers

May 19, 1965 - three men - 12 trailers

May 20, 1965 - one man - 3 trailers

Case #LD-2193.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
(no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-6-2375 Sea Land of California

Joint A driver from Sea Land, Van #36390, dropped a trailer at Apex
Council 7 Company in Berkeley on Anthony Street. The driver should
Dispute have been there with the trailer but wasn't.

Case #LD-2191.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
March 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2376 Sea Land of California

Joint A driver from Sea Land, Vans #36390 and #55079, dropped a
Council 7 trailer at Gateway Distributing Co, in Berkeley on Anthony Street.
Dispute (The merchandise in the vans was from Salen, New Jersey)
The driver should have been there with the trailer but wasn't.

Case #LD-2190.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
March 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2377 Transcon Lines

Joint Company has no right under the Contract to reject referrals
Council 7 from the Hiring Hall.
Dispute

Case # LD-2139.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 20, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2378 Transcon Lines

Joint Council 7 Dispute Cases originally filed through hiring hall committee. Hearings consolidated by agreement.

Brotherhood of Teamsters, Local 70 wishes to refile Joint Council Labor Management Committee Case Numbers LD-1785 and LD-1789, in accordance with the decision of Joint Western Area Committee Case No. 5-5-1879.

Case Numbers - LD-1785 and LD-1789.

May JWAC Action: That in this case, and cases pertaining to this case be referred back to the Hiring Hall Committee for adjudication. In the event that they don't hear them, that this committee will hold jurisdiction and then hear them, and that rules of procedure governing the committee action of the hiring hall be reduced to writing.

August JWAC Action: Based on the facts presented in Case 1879 involving Local 70 and Pacific Intermountain Express, that the claim of the Union be denied in accordance with Article 38, Section 4 of the Local 70 P&D Agreement, with the understanding that the decision in this case sets no precedent for future cases.

NOTE: This is a statement of the two Co-Chairmen: It was not the intent of the Local Union to apply the decision in this case to Cases LD-1741 - 55, - 66, - 85, - 89, - 91, - 92, - 93, - 94, - 95, - and - 96, and those cases are referred back to the parties for further investigation.

February JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2379 Walkup's Merchants Express

Interpre- Union maintains that under the Local 70 Supplement, Article 51,
tation Section 8, that the Company is in violation of this article.

Case #CB-1808.

JSC Motion: That this case be sent up to the Joint Western
Area Committee for interpretation. Motion Carried.

California Bay JSC date of action, March 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-6-2380 Walkups Merchants Express

Joint UNION POSITION: Man should get seniority.
Council 7
Dispute

EMPLOYER POSITION: Man worked 11 days, is not
entitled to seniority.

Case # LD-2218.

Joint Council #7 Labor-Management Committee Motion: That
based on the facts presented in this case, the claim of the
Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
March 17, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-6-2381 Garrett Freightlines, Inc.

OTR Local 81 is claiming runaround pay from Garrett Freightlines for
Dispute driver Glen Budd, amounting to a Portland-Pasco run, and for
driver Robert Stedman, runaround pay amounting to a Portland -
Yakima via Pasco round trip.

The Union contends that on Sundays drivers have a 3:00 p.m. to 4:00 p.m. call time. On Sunday, February 27, 1966, driver Stedman called the Dispatch Office at 3:25 p.m. and was told that he had been by-passed because he had been called three times prior to 3:15 p.m. and was not available. Driver Budd was not home until 3:30 p.m. on the same date, and he was also told that he had been called three times then by-passed. The Union contends that both of these drivers were available between the hours of 3:00 and 4:00 and should not have been by-passed for not being available before 4:00 p.m. Both drivers are senior to the drivers who pulled the runs these drivers were entitled to.

The Company contends that previously, drivers did not have a set call time on Sundays, they had to be available all day, the 3:00 p.m. - 4:00 p.m. call time was set up to mitigate the problem. The dispatchers have to call all the drivers within this hour and set up the Board for Sunday night trips. The Company contends that both these drivers were called three times after 3:00 p.m. and that drivers have to be available anytime the dispatcher calls them within this hour to prevent the dispatcher from having to change the board more than once or recall drivers the second or third time to change runs or departure times.

Case #728.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC April 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-6-2382 Helphrey Motor Freight

OTR Local Union 81 is claiming that Helphrey Motor Freight is in
Dispute violation of the Over-the-Road Supplemental Agreement because
on January 21, 1966, they put in effect a piggy-back operation
between Portland and Spokane, Washington, without going
through the Change of Operations procedures or consulting
the Local Union.

Case #705.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC February 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-6-2383 O. N. C. Motor Freight System

OTR Local 81 is protesting the attached Bulletin issued to
Dispute Portland Line Drivers by Oregon-Nevada-California Motor
Freight System on March 10, 1966.

Case #737.

JSC Motion: That the protest of Local 81's of the Bulletin
issued March 10, 1966 be upheld.

Deadlocked Oregon JSC April 14, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-6-2384 Oregon-Nevada-California Motor Freight System

OTR Local Union 81 is claiming that Oregon-Nevada-California Motor
Dispute Freight System is in violation of Article 61, of the Over-the-Road
Supplemental Agreement and the Union is claiming holiday pay
for December 25th, 1965, for employee Francis Finkle.

Case #709.

JSC Motion: That the holiday pay claimed be denied.

Deadlocked Oregon JSC February 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-6-2385 United-Buckingham Freight Lines

OTR Local Union 81 is claiming that United-Buckingham Freight
Dispute Lines is in violation of Article 42, Section 2, of the Over-the-Road
Supplemental Agreement by refusing to bid a Portland-Lewiston,
Idaho run.

Case #717.

JSC Motion: That the Union's position be upheld and that
United-Buckingham bid one Portland-Lewiston run.

Deadlocked Oregon JSC March 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-6-2386 Oregon-Nevada-California Motor Freight System

OTR The Union is claiming runaround pay for Milton Shrum from
Dispute Oregon-Nevada-California Motor Freight System amounting
to a Portland-Seattle turnaround run.

The Union contends that on Sunday, December 19, 1965, the Company dispatched a junior man, Van Cleave, to Seattle at 4:30 p.m., and Shrum who has more seniority than Van Cleave, was not dispatched until 10:30 p.m., on Monday, December 20, 1965. The Company's only reason on the pay claim denial was that it was filed too late.

The Company contends that if the Union's facts were true they probably would have paid the claim, however, it was not filed until a month after the alleged violation and the Sunday sign on-or-off sheets were not still available. The Company contends that Shrum usually signs off on Sunday, there could be many reasons why Shrum was by-passed but due to the lateness in filing for it, none are available.

Case #726.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC April 12, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and
5-6-2387 Interstate Motor Lines

OTR Union claims eight hours pay due eligible local driver when
Dispute line driver in Tractor 1476 delivered shipment to Travis
Air Force Base on January 29, 1966.

Company claims sleeper team dispatched from Salt Lake to
Travis Air Force Base. This was government movement of
freight. Company entered freight bills and drivers orders into
evidence. This was an enroute delivery. Special service was
required for this delivery.

Case #CV-26-1351.

JSC Motion: That the Union's claim be denied.

Deadlocked California Valley JSC March 23, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
5-6-2388 Consolidated Freightways, Inc.

Interpre- Local 180 requests an interpretation of the Over-the-Road
tation Supplemental Agreement, Article 54, Section 3-A, entitled
 "General Dispatch Rules."

The particular instance is as follows: Drivers E.W. Neumann and L. J. Williams left L. A. on 1-29-66 at 1515 on equipment #32104, Trailer #71-1151 and arrived at Great Falls at 0615 on 1-31-66; left Great Falls at 0745, arrived Coutts, B. C. at 1030; left Coutts at 1130, arrived Great Falls at 1500, 1-31-66; left Great Falls at 1730, 1-31-66, arrived Portland, Oregon at 1315 on 2-1-66; left Portland at 1430, 2-1-66, arrived Sacramento at 0650, 2-2-66; left Sacramento at 0740, 2-2-66, arrived San Leandro at 1235, 2-2-66; left San Leandro at 1335, 2-2-66, arrived L. A. at 0615, 2-3-66.

We feel that in accordance with Article 54, Section 3-A, which reads in part as follows: "Upon arrival at the second designated terminal or break point, the team shall be placed on the rotating board of all away-from-home drivers and may be dispatched back to their home terminal or to the terminal or break point to which they were first dispatched. It is understood that a team of drivers may be subject to only two such irregular dispatches in a single tour of duty," that the Company was in violation upon this teams arrival at the second terminal.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and
5-6-2389 Pacific Intermountain Express

OTR It is the position of Local 180 that Pacific Intermountain Express
Dispute owes C. A. Trindell and Wm. Walker 16 1/2 hours at the rate
of \$3.15 per hour, a total sum of \$51.98 due each man.

This team was not called between the 4 and 6 call time for a
3:00 a.m. departure, but called at 12:50 a.m.

Also, there was another load sent at 6:00 a.m., they were not
called for this load at all. Therefore, they are entitled to the
pay until they were dispatched.

Case #SC-3-6-6963.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC March 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
5-6-2390 Navajo Freight Lines, Inc.

OTR Local 180 takes the position that drivers Lewis and Charleston
Dispute were run around in Albuquerque when the Company piggybacked
trucks from Chicago to Los Angeles. The Local Union is asking
for 27 1/2 hours per man at the rate of \$3.15 per hour.

Case #SC-3-6-6951.

JSC Motion: That the claim of Lewis and Charleston be allowed.

Deadlocked Southern California JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
5-6-2391 Hills Transportation

OTR Case #6838 - Local 208 on behalf of Robert Delaney claims
Dispute 8 hours pay at the premium rate for October 2, 1965, when
 Company engaged in sub-hauling of freight.

Case #6839 - Local 208 on behalf of Robert Delaney claims
8 hours pay at the premium rate for October 23, 1965, when
Company engaged in sub-hauling of freight.

Case #6842 - Local 208 on behalf of Ralph Lorette claims
8 hours pay at the premium rate for October 3, 1965, when the
employer engaged in sub-hauling of freight.

Case Numbers - #SC-2-6-6838 - 6839 - and 6842.

JSC Motion: That based on the facts as presented in this
case, the claim of Robert Delaney is allowed.

Deadlocked Southern California JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
5-6-2392 Royal Transportation

MASTER Royal Transportation purchased the I. C. C. permits of
Dispute V. R. Anderson Truck, whom Local 208 had under contract.
We claim the National Master Freight Agreement and all
Supplementals apply to Royal Transportation.

Case #SC-4-6-7089.

JSC Motion: That Article 1, Section 3 of the National Master
Freight Agreement applies in this case.

Deadlocked Southern California JSC April 5, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and
5-6-2393 Garrett Freightlines, Inc.

OTR Oliver Winburn is a Salt Lake City based line driver with a bid
Dispute run from Salt Lake City to Twin Falls and/or Boise. On or about
November 28, 1965, he was dispatched from Salt Lake City to
Burley where his load was turned to a Pocatello based sleeper
team bound for Seattle.

It is the Union's position that Mr. Winburn's bid was violated
and that he should be paid a round trip to Boise, less the amount
he received from the Burley trip.

It is the Company's position that since his bid was Twin Falls and/or
Boise, that it had the right to dispatch to Twin Falls and accordingly,
he should only be paid on the basis of Salt Lake-Twin Falls trip.

Case #700.

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho JSC March 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
5-6-2394 Milne Truck Lines

OTR Local 224 on behalf of R. J. Johnson is asking for 1 1/2 hours pay
Dispute at the line rate for 3 lunch periods taken and logged on duty on
the following trips: 1/13/66, 1/3/66, and 1/14/66 with placarded
dangerous loads.

Case #SC--3-6-6923.

JSC Motion: That the claim of R. J. Johnson be allowed.

Deadlocked Southern California JSC March 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
5-6-2395 Vernon Livestock Trucking

MASTER For a period of years, Vernon Livestock Trucking Company has
Dispute maintained and run their equipment with refrigerated air
conditioners on all of their tractors. Local 224 wishes this
condition continued under Article 6, Section 1 of the Western
States Area Master Agreement.

Case #SC-3-6-6927.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC March 1, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
5-6-2396 Consolidated Freightways

Joint UNION POSITION: Man assisted hostler, should be paid
Council 7 hostler rate for day in question.
Dispute

EMPLOYER POSITION: Man stood on ground and directed
hostler while spotting rig, also turned down landing gear.
Past practice to ask other employees to assist this way.

Case #LD-2206.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
March 17, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
5-6-2397 L. & G. Trucking Company

Sub- Company used sub-haulers and piggy-back to transport produce from
Contract- Nogales to Bay Area.
ing

This work formerly performed by Local 287 single man and
sleeper teams.

Case Number - None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
5-6-2398 Ringsby

Joint UNION POSITION: Man worked 12 days - should get seniority.
Council 7
Dispute

EMPLOYER POSITION: Man worked 12 days. Company reserves
right to refuse to use man sent from the Hiring Hall.

Case # LD-2174.

Joint Council #7 Labor-Management Committee Motion: That
based on the fact the man was called by name that the Union's
position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
March 17, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
5-6-2399 Western Gillette, Inc.

OTR Local 287 claims pay for a senior local drayage man for not
Dispute being called in to perform the work that was done by the short
line drive.

Case #CB1772.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC January 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
5-6-2400 Scoffone Trucking Service

OTR Union claims owner-operators were used when regular Company men
Dispute were laid off. Company refused to show Union the records. Union
claims leasing Company is owned by Scoffone.

Company denies use of owner-operators and claims they were
sub-haulers. Company gave business to a competitor and never
handled the cargo. Scoffone trailers were leased by the other
Company hauling the freight. Scoffone refused hauling as it involved
paying fringe benefits to regular men.

Case #FL-26-9.

JSC Motion: That because the Company received no revenue
for the freight, the claim of the Union is denied.

Deadlocked California Valley JSC February 23, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
5-6-2401 West Transportation

OTR Money claim for all drivers. Local 315 is claiming under a
Dispute Maintenance of Standards, and also under the interpretation of
1961-64 agreement, that drivers be paid the eight hours guaranteed
rate, or mileage for driving time, plus work time. The Company
introduced a rate, signed by Hal Resh, saying that they were in
accordance that the eight hours driving time be changed to read
"for an eight hour guaranteed day, including driving and work time."

Case #CB-1774.

JSC Motion: That this letter be thrown out and the Company
adhere to the contract, and that the Union's position be upheld.

Deadlocked California Bay JSC January 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 324, Salem, Oregon, and
5-6-2402 Gould National Batteries, Inc.

MASTER Local Union 324, Salem, Oregon, is claiming that Gould
Dispute National Batteries, Inc., is in violation of Article 2, Section 3,
of the National Master Freight Agreement by failing to recognize
the Union as the representative for the Employer's office
personnel.

Case #712.

JSC Motion: That based on the fact that Gould National
Batteries, Inc., did not appear at the hearing and were properly
notified, that in accordance with Article 43, Section 1, (f),
that all benefits of Article 43 of the National Master Freight
Agreement are automatically withdrawn from the Employer.

Deadlocked Oregon JSC March 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
5-6-2403 Valley Motor Lines

OTR Pay claim for Westfall and DeMello. Union is claiming a runaround
Dispute to Chico for Westfall and DeMello. Drivers were left home and
Company has no division at Sacramento and freight should have
gone to the destination.

Case #CB-1818 and CB-1819.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC March 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 690, Spokane, Washington, and
5-6-2404 Consolidated Freightways, Inc.

OTR We the undersigned dock and city employees on bid positions
Dispute under the 40 hour guaranteed work week, were laid off on December
31, 1965. Therefore, we did receive our holiday pay, but we are
asking for our 5th day, which was Friday, to be paid us under the
guaranteed work week.

The undersigned: T. A. Halvorson - Dockman
Robert F. Mason - Dockman
Douglas L. Whetstone - P&D (Paid)
Charles R. Sandberg - Hostler
Richard McAuliffe - Hostler

Case Numbers 1339 (U) and 1340 (U).

JSC Motion: That this committee does not recognize the Agreement negotiated between Consolidated Freightways and Local 690 as outlined in the bid sheet and the Company and the Union shall comply with the Contract, Article 57, Section (c) of the P&D Supplemental Agreement, and further, the money claims shall be denied.

Deadlocked Washington JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 690, Spokane, Washington, and
5-6-2405 Helphrey Motor Freight, Inc.

OTR We are requesting cease and desist operation of a piggyback move-
Dispute ment created by this Company between Portland, Oregon and
Spokane, Washington and Spokane-Portland. This operation has
caused two (2) men to lose trips to Toppenish, Washington each
night.

Case #1355 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 692, Long Beach, California, and
5-6-2406 Sea Land of California, Inc.

Office Due to an agreement reached between President Claude Ripley
Dispute and Business Agent, Bill Hawkins of General Truck Drivers Union
Local 692, and S. C. Jackson, Manager, Sea Land of California
Inc., Southern California Operations on April 29, 1963, we are
requesting that the Company pay for all time taken off for sickness
back to the acceptance of this letter of agreement by the above
mentioned parties.

Case #SC-3-6-6913.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-6-2407 Oregon-Nevada-California Fast Freight

OTR Dan Mambrie, Seattle extra board driver, was dispatched from
Dispute Portland, Oregon to Seattle, Washington on 11/17/65. He was
 short-stopped in Tacoma, Washington and redispached to
 Portland again.

Union claims the dispatch from Tacoma to Portland constitutes
another division at a minimum day's pay.

Case # 1344 (U).

JSC Motion: That the claim be denied.

Deadlocked Washington JSC February 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
5-6-2408 Puget Sound Truck Lines

OTR Under Article 6 of the N.M.F.A. Local 741 requests that
Dispute Puget Sound Truck Lines continue to pay the beer scale, to
drivers who deliver beer, as they have paid them previously.
We also ask retroactive pay, since Puget Sound Truck Lines
ceased paying the beer scale for beer deliveries.

Case No. 1356 (U).

JSC Motion: That Article 6, WSAMFA applies and claim of
the Union be upheld.

Deadlocked Washington JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-6-2409 United-Buckingham Freight Lines

OTR Mike Cerjance has minimum division due him on 11/5/65 because
Dispute Company ran a Portland driver from Blaine, Washington to
Wenatchee, Washington via Seattle with drop and pick at Seattle
and Tacoma.

Case #1318 (U).

JSC Motion: That the claim be paid.

Deadlocked Washington JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 775, Denver, Colorado, and
5-6-2410 Denver Chicago Trucking Co., Inc.

Auto- David Patterson claims holiday pay for December 25, 1965.
motive
Dispute

Case #73.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 775, Denver, Colorado, and
5-6-2411 Denver Chicago Trucking Co., Inc.

Auto- L. Parker claims holiday pay for January 1, 1966.
motive
Dispute

Case #74.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 856, San Francisco, California, and
5-6-2412 Delta Lines

Office Seniority dispute involving Vallier. Union claims Vallier
Dispute was not offered the opportunity of bidding on a job that opened
in accordance with Article 41, Section 3 (a) of the present
agreement.

Case #CB-1824.

JSC Motion: That Vallier be placed in the claim department
in accordance with seniority on the day shift.

Deadlocked California Bay JSC March 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 856, San Francisco, California, and
5-6-2413 Insured Transportation

Office Retroactive pay for Bernice Yarbrough. Local 856 is claiming
Dispute that Insured is paying Mrs. Yarbrough under Group II, and
should be paid under group IV, under the Rider of the Western
Area Office Employees Agreement.

Case #CB-1790.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC February 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 856, San Francisco, California, and
5-6-2414 Walkup's Merchants Express

Office Pay claim for Andrews. Union maintains that the Company has
Dispute circumvented the contract. This girl was previously employed
on a full-time basis, from December 20, 1952 to August, 1963.
She was employed on a Group II job. She was hired back on a
part time basis in April, 1964 to October, 1965, at which time
she was placed in a Group IV classification, but she was still
performing the work of a warehouse inventory clerk. Union
claims all back pay.

Case # CB-1840.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC March 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 886, Oklahoma City, Oklahoma, and
5-6-2415 Transcon Lines

OTR Wayne Broom and Miles Carter were dispatched from Oklahoma
Dispute City to Los Angeles on February 12, 1966. Company broke
dispatch at Shamrock, Texas and dispatched them to Oakland,
California. They arrived in Oakland at 12:45 p.m., February 14/66
and departed at 5:15 a.m., February 16, 1966.

This claim is for 40 1/2 hours broken dispatch for each driver.

Case #SC-3-6-6937.

JSC Motion: That the claim of Broom and Carter is allowed.

Deadlocked Southern California JSC February 28, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-6-2416 Navajo Freight Lines, Inc.

OTR Howard Hicks and Burkhalter state: We were cancelled at --
Dispute on 12/30/65 at 2:30 a.m. and we left Denver on 12/31/65 at
1:00 a.m. 2225 pulled trailer merchants 901 out of Amarillo at
1920 on 12/30/65 and we claim one round trip to Amarillo.

On 1/5/66 we were cancelled out at 2:30 a.m. in the morning and
left at 10:30 p.m. on 1/5/66. We claim time from 2:30 a.m. until
10:30 p.m. as the Company dispatched 6 loads out of Amarillo on
1/5/66 to Denver. Riss Mech-614, Riss Me-579, at noon on
1/5/66, Navajo 1214 and Red Ball 1555 pulled by Red Ball.

Case #7.

JSC Motion: None given.

Deadlocked: Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-6-2417 The Ringsby System

OTR Oscar Citron states: I requested a trip off on October 23rd, I
Dispute was not told until Saturday the 24th that I could be off. The
dispatcher told me that the rig was going out on Sunday the 25th
to Oakland. This trip takes approximately 4 days, the truck did not
go to Oakland, it was turned around in SLC and returned to Denver.
The equipment was then sent to LA on October 28, my partner and
equipment returned to Denver arriving on Saturday the 30th and
was sent out again on October 31. I request that the warning letter
be withdrawn and that I be paid a trip - Denver via SLC to LA and
return.

Case #3.

JSC Motion: None given.

Deadlocked Colorado - Wyoming JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-6-2418 The Ringsby System

OTR K. L. Smothers and Delmar Mills state: We arrived at 12:52
Dispute and they sent casual sleeper team out at 20:80, #7034, trailer 24-95
and 6-23. Seal #14993 and #53885. Pro Nos. 1428255 and 1428250
to Reno, Nevada. We got out at 1:14, 1-17-66 and were paid 8 1/2
hours - 8 hours layover and 1/2 hour waiting for bills. Short
14 hours, which we are claiming.

Case #24.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-6-2419 The Ringsby System

OTR Walter Killing states: I was called to work to make out an
Dispute accident report. My tractor was parked in Los Angeles and
a dock man knocked off a mirror. I did not have an accident,
but Company called me down to make out accident report.
I claim 4 hours pay.

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
5-6-2420 Santa Fe Trail Transportation Co.

OTR R. L. Talburt states: I was cancelled out on my bid run
Dispute 247 and 248 and they sent Page, an extra man out on an
extra to Pueblo, Colorado. I claim 230 miles. I was called
at 4:30 and cancelled. I was told there would be no runs that
night.

Case #36.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 6, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-6-2421 Santa Fe Trail Transportation Co.

OTR Edgar Baker states: My bid run 302-301 was cancelled after
Dispute it set in Lamar, Colorado all day. They run Shaw out of Garden
 City, Kansas to pull this load. This is a turnaround bid.
 I am claiming plus work time the Garden City man claimed 3 hours
 and 45 minutes.

Case #28.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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DISCHARGES AND WARNING LETTERS:

	Page			
#2-6-2298	(#105)	Local 81	P. I. E.	Warning Notice
#5-6-2422	(#106)	Local 81	Helphrey Motor	Warning Notice
#5-6-2423	(#107)	Local 81	O. N. C.	Warning Notice
#5-6-2424	(#108)	Local 287	Scoffone Trucking	Warning Letter
#5-6-2425	(#109)	Local 468	Sante Fe Transportation	Warning Notice
#5-6-2426	(#110)	Local 533	Wells Cargo	Warning Notice
#5-6-2427	(#111)	Local 692	Owl Truck & Construction	Warning Notice
#5-6-2428	(#112)	Local 741	Gasoline Tank Service	Warning Notice
#2-6-2321	(#113)	Local 357	Transcon	Termination
#5-6-2429	(#114)	Local 2	Consolidated	Termination
#5-6-2430	(#115)	Local 287	L & B Trucking	Discharge
#5-6-2431	(#116)	Local 431	Cantlay-Tanzola	Tanker Discharge
#5-6-2432	(#117)	Local 468	L. A. Seattle	Discharge
#5-6-2433	(#118)	Local 468	Pierce Auto Freight	Discharge
#5-6-2434	(#119)	Local 741	P. I. E.	Termination
#5-6-2435	(#120)	Local 856	Walkup's Merchants	Discharge
#5-6-2436	(#121)	Local 962	O. N. C.	Termination

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2298 Pacific Intermountain Express

Warning Local 81 is protesting a warning letter issued to Lester Gardner
Notice by Pacific Intermountain Express on December 6, 1965, for
alleged carelessness.

The Union contends that Gardner and another dock man were given an assignment of moving a 10,000 pound transformer from one trailer to another trailer with a pallot made of 2 by 4's. There was nothing to lift it with so the two men had to push it with two hysters. While pushing it, it became crooked on the pallot, in the attempt to straighten it, one of the hysters hit the transformer because the pallot broke, it broke the oil circular on the transformer and all the oil ran out. The Union contends that if the transformer was so valuable the two men alone should not have been given the assignment without proper equipment, and the circumstances involved do not warrant a warning letter.

Case #697.

JSC Motion: That the warning letter in Case #697, issued to Lester Gardner be upheld.

Deadlocked Oregon JSC January 3, 1966.

February JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-6-2422 Helphrey Motor Freight

Warning Local Union 81 is protesting a warning letter issued to
Notice Ron Arthur by Helphrey Motor Freight on January 20, 1966,
 for refusal to perform his alleged assigned duties.

Case #704.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC February 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-6-2423 Oregon-Nevada-California Motor Freight System

Warning Local 81 protests the warning notice issued Gerald Chew
Notice on December 20, 1965.

Case #708.

JSC Motion: That the Union's position be upheld on the grounds
that the Company was not within the time limitations of the
agreement in issuing the warning letter.

Deadlocked Oregon JSC February 7, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
5-6-2424 Scoffone Trucking

Warning Warning letters on Dimulias, Mano, Maniscalco, and Caraveo.
Letter Union protests the warning letters issued to the drivers for
 failing to report to duty Tuesday morning, January 18, 1966.
 The Union notified the Company that these drivers were going
 to appear at the grievance procedure on a case involving their
 seniority.

Case #CB-1802.

JSC Motion: That the warning letters be withdrawn.

Deadlocked California Bay JSC February 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
5-6-2425 Sante Fe Transportation Company

Warning Warning notice on Williams. Union protests the warning letter
Notice issued to Williams for failure to be available for work on
December 18, 1965, a Saturday, which is not his regular work
day, and was told there would be no work by the dispatcher.

Case #CB-1763.

JSC Motion: That this warning letter be rescinded.

Deadlocked California Bay JSC January 18, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 533, Reno, Nevada, and
5-6-2426 Wells Cargo

Warning Union protests warning letter issued to Lorin Walker on
Notice February 16, 1966, for exceeding Company speed limit.

Case #CV-36-1364.

JSC Motion: That the warning notice be rescinded.

Deadlocked California Valley JSC (no date given)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
5-6-2427 Owl Truck and Construction Company

Warning We wish to protest the warning notice issued to Duane Patterson
Notice on Monday, January 17th.

Case #SC-3-6-6909.

JSC Motion: That the warning notice issued to Duane Patterson
be reduced to a written reprimand.

Deadlocked Southern California JSC February 28, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-6-2428 Gasoline Tank Service

Warning Local 741 protests the warning notice issued to Lowell Foote
Notice by Gas Tank Service on December 14, 1965, for reckless driving,
speeding and illegal highway use.

Case #1300 (U).

JSC Motion: That the warning notice be upheld.

Deadlocked Washington JSC February 2, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
2-6-2321 Transcon Lines

Termination Complaint by Suwalski: "I was notified by certified mail that I
was being discharged from my job for dishonesty.

I am requesting reinstatement to my job, plus time lost and
seniority.

Case #SC-2-6-6775.

JSC Motion: That based on the facts presented, the discharge
of Theodore Suwalski be sustained.

Deadlocked Southern California JSC February 1, 1966.

February JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 2, Butte, Montana, and
5-6-2429 Consolidated Freightways

Termination

Protest discharge of James Gerry.

Case # M-578.

JSC Motion: That in Case M-578 the driver Jim Gerry be
returned to work with full seniority and be paid for all lost wages.

Deadlocked Montana JSC February 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
5-6-2430 L & B Trucking

Discharge Union protests the discharge of Butler for recklessness while
on duty, backing semi and van into building.

Case #CB-1843.

JSC Motion: That the man be returned to work with all back
pay.

Deadlocked California Bay JSC March 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 431, Fresno, California, and
5-6-2431 Cantlay-Tanzola - Cryogenic Division

Tanker Union protests the discharge of Donald Krumpleman.
Discharge

Case #T-36-312

JSC Motion: That the discharge be sustained.

Deadlocked California-Arizona Joint State Tank Committee
March 17, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
5-6-2432 Los Angeles - Seattle Motor Express

Discharge Union protests the discharge of Hills for recklessness resulting
 in a serious accident.

Case #CB-1846.

JSC Motion: That based on the facts presented in this case,
the man be returned to work with full seniority rights and all
back pay, and a warning notice be issued for the accident.

Deadlocked California Bay JSC March 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
5-6-2433 Pierce Auto Freight Lines, Inc.

Discharge Discharge of Martin. The Union protests the discharge of
 Martin for dishonesty involving falsification of driver's daily
 trip reports, and also for waiting time which the Company
 claims the driver did not perform the service.

Case #CB-1777.

JSC Motion: That the man be returned to his job with full
seniority and all back pay.

Deadlocked California Bay JSC February 21, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-6-2434 Pacific Intermountain Express

Termination Local 741 protests the termination of Larry Poe by Pacific
Intermountain Express effective March 4, 1966, under provisions
of Article 39 of the applicable contract. We further ask his
reinstatement and payment for any time loss.

Case #1363 (U).

JSC Motion: That Larry Poe be reinstated as of March 17, 1966.

Deadlocked Washington JSC March 16, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 856, San Francisco, California, and
5-6-2435 Walkup's Merchants Express

Discharge Discharge of Atherton. Union protests the method in which
this man was discharged and claiming two additional weeks
of pay.

Case #CB-1838.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC March 22, 1966. .

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 962, Medford, Oregon, and
5-6-2436 Oregon-Nevada-California Motor Freight System

Termination Local 962, Medford, Oregon, is protesting the termination of
Eugene Gamaehlick by O.N.C. on March 5, 1966.

The Employer contends that Gamaehlick was terminated because of an accident on March 5, 1966, and an accident on November 24/65, and his past record of accident frequency. On November 30, 1965, Gamaehlick was terminated for the serious accident he had had on November 24th, however, upon the Union's plea, the termination was modified to a nine day suspension with a warning letter. The Employer contends that both accidents were serious and could have been prevented had the driver not been careless. Further, he is accident prone and it is their obligation to the public to not allow him to drive.

The Union contends that Gamaehlick has been employed by the Company since September, 1958. After the November 24th accident, and the subsequent termination, the Company did agree to rescind the termination, give him a nine day suspension, with the mention of a warning letter which Gamaehlick claims he did not receive. Gamaehlick spoke on his own behalf setting forth that he accepted the suspension, he did not want to admit any guilt because he had not received any Police Citation for the accident and that he would have protested the warning letter if it had meant an admission of carelessness. The accident on March 5th, 1966, was a backing accident; he hit a dolly, damages were not costly, no personal injuries, and Gamaehlick contends that it was not intentional so it should not be classified as careless.

Case #719.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC April 12, 1966.



ADDENDA

to the

MAY, 1966 JOINT WESTERN AREA COMMITTEE

PROPOSED AGENDA

* * * *

CHANGE OF OPERATIONS:

Case #	Page (#1)	Navajo Freight Lines Locals: 492, 180	Late Filing - Post Marked April 20/66
Case #	(#2)	Nielson Freightlines Local: 624	Late Filing - Post Marked April 20/66
Case #	(#3)	Watson-Wilson Locals: 17 - 961	Late Filing - Post Marked April 20/66

COMMITTEE FOR LOCAL OPERATIONS:

Case #	(#4)	Local: 81 Pierce Freightlines	Post Marked - April 20/66 P&D Dispute
Case #	(#5)	Local: 190 United-Buckingham	Received - April 25/66 P&D Dispute
Case #	(#6)	Local: 222 P. I. E.	Post Marked April 22/66 P&D Dispute
Case #	(#7)	Local: 386 O. N. C.	Post Marked May 3/66 P&D Dispute
Case #	(#8)	Local: 533 Consolidated	Post Marked May 3/66 P&D Dispute
Case # 5-6-2363	(#9)	Leaves of Absence	

MAY, 1966 - ADDENDA - Continued

Case #	Page (#10)	Local: 222 P.I.E.	Termination Post Marked April 22/66
Case #	(#11)	Local: 70 American Pipe	Jt. C. #7 Dispute - Late Filing - Post Marked 4/25/66
Case #	(#12)	Local: 70 Delta Line	Jt. C. #7 Dispute - Post Marked April 25/66
Case #	(#13)	Local: 70 Haslett Trucking Co.	Jt. C. #7 Dispute - Post Marked April 25/66
Case #	(#14)	Local: 70 J. Christensen	Jt. C. #7 Dispute - Late Filing - Post Marked 4/25/66
Case #	(#15)	Local: 70 Peters Truck Lines	Jt. C. #7 Dispute - Post Marked April 25/66
Case #	(#16)	Local: 70 Peters Truck Lines	Jt. C. #7 Dispute - Post Marked April 25/66
Case #	(#17)	Local: 70 Peters Truck Lines	Jt. C. #7 Dispute - Post Marked April 25/66
Case #	(#18)	Locals: 70 - 315 Robertson Drayage	Jt. C. # 7 Dispute - Post Marked April 25/66
Case #	(#19)	Local: 70 Santa Fe Trails	Jt. C. #7 Dispute - Post Marked April 25/66
Case #	(#20)	Local: 81 P. I. E.	OTR Dispute - Post Marked 4/20/66
Case #	(#21)	Certified Freightlines Locals: 85 & 287	Interpretation - Post Marked April 25/66
Case #	(#22)	Local: 150 Consolidated	OTR Dispute - Post Marked May 3/66'
Case #	(#23)	Local: 150 Interstate Motor Lines	OTR Dispute - Post Marked May 3/66
Case #	(#24)	Local: 150 Interstate Motor Lines	OTR Dispute - Post Marked May 3/66

MAY, 1966 - ADDENDA - Continued

Case #	(#25)	Local: 190 Consolidated	OTR Dispute - Post Marked April 25/66
Case #	(#26)	Local: 287 California Cannery & Growers	Jt. C. #7 Dispute - Post Marked April 25/66
Case #	(#27)	Local: 287 Delta	Jt. C. #7 Dispute - Late Filing - Post Marked 4/25/66
Case #	(#28)	Local: 287 Garden City Transportation	Jt. C. #7 Dispute - Late Filing - Post Marked 4/25/66
Case #	(#29)	Washington Motor Transport Assoc. Locals: 313 - 524 - 690 - 741	OTR Dispute Post Marked 4/21/66

MAY, 1966 - ADDENDA

For Additional Cases

Case #

Case #

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Navajo Freight Lines, Inc.

Change of Operations Locals involved: 180, Los Angeles, California
492, Albuquerque, New Mexico

PRESENT OPERATION

At the present time the Company can dispatch a maximum of two Los Angeles based sleeper teams daily from Los Angeles, California, to Amarillo, Texas, and return with through loads originating at Amarillo, Texas or points east or south, destined for Los Angeles, California.

PROPOSED OPERATION

The Company to have the right to dispatch Los Angeles sleeper teams from Los Angeles, California to Amarillo, Texas as required by the availability of freight.

Late Filing - Received April 21, 1966.
Post Marked April 20, 1966.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Nielson Freightlines

Change Locals involved: 624, San Rafael, California
of
Operations

We are proposing a Change of Operation for ten runs in which the present personnel are under the Pick-Up and Delivery Contract. Because of their fluctuating starting time, it necessitates us to establish peddle runs.

We are requesting Local 624 to allow these peddle runs to have varying starting times. The present personnel involved will continue to receive Pick-Up and Delivery wages and conditions. All new drivers will come under the contract which prevails for them.

Late Filing - Post Marked April 26, 1966.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Watson-Wilson Transportation Co.

Change of Operations Locals involved: 17, Denver, Colorado
961, Denver, Colorado

In accordance with the provisions of the National Master Freight Agreement and Western States Area Local Pick-Up and Delivery Supplemental Agreement, we are submitting herewith approval to closing our Durango, Colorado terminal.

Late Filing - Post Marked April 20, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
Pierce Freightlines, Inc.

P & D Local 81 is protesting the suspension of driving privileges for line
Dispute driver William Rubottom by Pierce Freightlines, Inc.

The Union contends that Rubottom has both a Chauffeurs License and a Drivers License for the State of Oregon, also, a valid I. C. C. Card, and therefore should be permitted to resume his driving position in his regular seniority position.

The Company contends that because of Rubottom's driving record, he had encountered a suspension of his Drivers and Chauffeurs Licenses, that after this action, because of said record, that the Interstate Commerce Commission had directed the Company that Rubottom did not meet the requirements of that Committee and was not to be permitted to drive, that the Company had not terminated the employee, but had provided non-driving employment for him until such time as he can fulfill the requirements and secure a clearance from the I. C. C.

Case #723.

JSC Motion: That the Company's position be sustained.

Deadlocked Oregon JSC April 14, 1966.

Late Filing - Received April 21, 1966.
Post Marked April 20, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 190, Billings, Montana, and
United-Buckingham Freight Lines

P & D Request 8 hours at time and one-half for Walt McDougall,
Dispute for time worked by a junior man.

Case #M-588.

JSC Motion: That the Union's position be upheld and
claim be paid.

Deadlocked Montana JSC April 15, 1966.

Late Filing - Received April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 222, Salt Lake City, Utah, and
Pacific Intermountain Express

P & D Douglas Day and Jerry Clark are both qualified hostlers in
Dispute the twenty percent group; however, Day is senior to Clark.
It is the practice of the Company to assign available work to
the twenty percent men so far as possible in accordance with
their job and shift preferences in accordance with their seniority.
Neither Day nor Clark were scheduled to work on Tuesday,
February 1, and Wednesday, February 2; however, the Company
had indicated that work would be available on Thursday, February 3,
and in accordance with the preference of the men had scheduled
Day to work the afternoon shift (beginning at 4:00 p.m.) on
February 3 and Clark to work the graveyard shift (beginning
12:01 a.m.) on February 3.

It is the Union's position that since Day was the senior of the
two employees, he should have been called in and the Union is
claiming 3 1/2 hours overtime on behalf of Day.

Case #701 (Mar. 66-18).

JSC Motion: That the claim be paid.

Deadlocked Utah-Idaho JSC April 20, 1966.

Post Marked April 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 386, Modesto, California, and
O. N. C.

P & D Union claims violation of Article 48, Section 10, seniority
Dispute violations and asks that Strickland be paid for all time lost
(plus fringe payments) when men with less seniority worked from
October 15, 1965.

Case #CV-46-1378.

JSC Motion: That Strickland be given seniority from November
1, 1965 and is entitled to all contractual provisions of the
agreement.

Deadlocked California Valley JSC April 28-29, 1966.

Post Marked May 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 533, Reno, Nevada, and
Consolidated Freightways

P & D Union claims violation of Article 32 - Employer has eliminated
Dispute the leadman classification. Union asks that the Employer
restore the leadman position.

Case #CV-46-1371.

JSC Motion: That the Union's position be upheld and the
leadman's position be restored.

Deadlocked California Valley JSC April 28-29, 1966

Post Marked May 3, 1966.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-442) ROBERT A. CHANEY, member of Local 222, Salt Lake City, Utah. Employee of I. M. L. Freight, Inc. Request is for a period of ninety (90) days, effective May 1, 1966, for the purpose of serving in the capacity of a Business Representative for the Local Union.
- (L-443) ALLEN L. DAVIS, member of Local 741, Seattle, Washington. Employee of Garrett Freightlines, Inc. Request is for a period of ninety (90) days, effective May 2, 1966, for the purpose of qualifying for a Supervisory position.
- (L-444) JOHN DITORE, member of Local 741, Seattle, Washington. Employee of United-Buckingham Freight Lines. Request is for a period of ninety (90) days, or less, effective () (no date given), for the purpose of (no reason given).
- (L-445) RICHARD GRONHOLM, member of Local 137, Marysville, California. Employee of LASME. Request is for a period of thirty (30) days, effective April 19, 1966, for personal reasons.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
Pacific Intermountain Express

Termination The Union protests the discharge of Ronald Roden and
requests reinstatement without back pay.

Case No. 725 (Apr. 66-14)

JSC Motion: That the discharge be sustained.

Deadlocked Utah-Idaho JSC April 22, 1966.

Post Marked April 22, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
American Pipe and Construction Co.

Joint Local 420 line driver delivered load to consignee in Alameda
Council 7 County. Local 420 contract with Company is different from
Dispute National Master and Over-The-Road.

Load should be brought to terminal and delivered by Local 70
man. Day's pay claimed for Local 70 man.

Case #LD-2253

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 7, 1966.

Late Filing - Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
Delta Line

Joint Drivers should stay with vans spotted at Marathon Delivery
Council 7 Service and unload.
Dispute

Marathon and Delta both have contract with 70, therefore,
Article 45 being complied with.

Case #LD-2271.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Haslett Trucking Co.

Joint Council 7 Piggyback crew must consist of three men, two being on the
Dispute ground at all times.

Piggyback crew consists of two men according to Article 44.

Case #LD-2277.

Joint Council #7 Labor Management Committee Motion: That
the previous decision of the International Committee applies.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
J. Christensen

Joint Union requests that starting time be uniform throughout
Council 7 the week.
Dispute

Company maintains past practice of starting times between
6:00 a.m. and 8:00 a.m. on perishables operation for 25 years.

Case #LD-2258.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be denied based on the Company past
practice.

Deadlocked Joint Council #7 Labor-Management Committee
April 7, 1966.

Late Filing - Post Marked April 25, 1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
Peters Truck Lines

Joint
Council 7
Dispute

On 12/20/65, at 1:00 p.m., a Redding line driver with Tractor 216 and Vans 307 and 318 delivered a load of potatoes (900 bags) to Lucky Stores in San Leandro on Peters B/L 104112 from Louie Zentner of Hatfield, California. In order to get to Lucky Stores, the unit had to pass by Peters Oakland terminal. After delivery the driver returned to the Oakland yard for layover.

A month earlier, line driver NUNES had an identical load which he delivered, which also contained freight for the Oakland terminal. After the delivery of the spuds, he brought the freight to the Oakland yard and took his layover.

On 1/26/66, driver Wilson from Sacramento passed the Oakland terminal and dropped a Sea-Van at the Matson Terminal in Alameda. He then returned to the Oakland terminal and picked up Van 312 loaded with freight and sent to Sacramento.

On occasion there have been loads of spuds to Santos Produce in Hayward where the delivering driver would either lay over at the Oakland terminal or drop his empty at the terminal and pick up a loaded van for delivery outside of the local jurisdiction.

There specific incidents are clear violations of terminal by-passing to avoid using local men and paying local wages.

Case #LD-2239.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Peters Truck Lines

Joint Council 7 On Friday, 2/4/66, employee Howlett of Peters dropped a van
Dispute at Safeway Produce in Richmond to be unloaded at Safeway
convenience. On 2/5/66, Saturday, the empty van was picked
up by Ray Archer, a lease driver, and returned to the Oakland
terminal.

The empty van should have been picked up by a Local 70 man
employed by Peters Truck Lines.

Case #LD-2241.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Peters Truck Lines

Joint Council 7 On Saturday, 2/19/66 driver Palmer from Redding unloaded
Dispute potatoes at Safeway in Richmond. Then dropped one empty
at Denver-Chicago Terminal in Oakland, brought other empty
into terminal, picked up two freight vans and returned to
Redding.

Violation of Article 45 to avoid paying local men.

Company claims the Redding-Oakland run is under the
Agriculture Agreement. The Oakland-Redding is standard
line work.

Case #LD-2289.

Joint Council #7 Labor-Management Committee Motion: That
the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

*already processed
not in field -
Load picked up in packing shed.*

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California
 Local 315, Richmond, California, and
 Robertson Drayage

Joint Local 70 claims that when Robertson spotted 3 vans at Ford
Council 7 Motor in Richmond, Local 70 drivers should have stayed with
Dispute the equipment. Local 315 claims that the 3 vans should have been
 unloaded by Local 315 men instead of UAW employees at Ford.

Case #LD-2260.

Joint Council #7 Labor-Management Committee Motion: That
the claim of Local 70 be denied and the claim of Local 315 be
upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Santa Fe Trails

Joint Council 7 Dispute Casual dispatched from the Hiring Hall should be paid for
the day the Company refused to work him because the Company
is practicing alleged discrimination.

Company has right to reject any man dispatched from the
Hiring Hall per Article 38 (4). No discrimination due to Union
membership or activities.

Case #LD-2285.

Joint Council #7 Labor-Management Committee Motion: That
on the facts presented in this case, the Union's claim be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
Pacific Intermountain Express

OTR Local 81 is protesting the Company's use of Salt Lake City,
Dispute Utah as a Sleeper Cab break point as being in violation of agreed
upon Dispatch Rules.

The Union contends that Salt Lake City, Utah is not an agreed to
nor a designated break point for the Company's Western based
Sleeper Cab equipment, and that the utilization of such an additional
break point had resulted in loss of earnings for Portland domiciled
drivers.

The Company contends that it had dispatched Portland based
equipment in accordance with the terms of the Over-the-Road
Supplemental Agreement, and that this is also in accordance
with the Dispatch Rules.

Case #722.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC April 14, 1966.

Date filed - Received April 21, 1966 - Post Marked 4/20/66

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Certified Freightlines,
Local 85, San Francisco, California, and
Local 287, San Jose, California,

Interpre- The Company opened a new terminal in San Francisco which
tation then began serving some of the Local routes that were previously
served out of the San Jose Terminal. This occurred on
April 25, 1966. How should men at the San Jose terminal be
selected to transfer to San Francisco?

Article 5, Section 6 (a) (1) requires the Company to offer the
opportunity to transfer to only those men who would be laid
off as a result of the new terminal.

Article 5, Section 6 (a) (1) requires the Company to offer the
opportunity to transfer to all employees on the local seniority
list at San Jose..

Case # (none given)

The parties agreed that no Change of Operation was involved
under the Local Contracts with 85 and 287, and that the move
would be made using the Union's position until an interpretation
was rendered.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and
Consolidated Freightways

OTR Union claims since the month of January, 1966, Consolidated
Dispute Freightways has interlined excessive amounts of freight destined
for the Stockton area which in the past has been delivered to an
extent by employees of Consolidated Freightways, drastically
reducing the work opportunity of Local 150 employees in the
Sacramento terminal.

Case #CV-46-1374.

JSC Motion: That the claim of the Union be upheld and the men
be compensated who normally would pull these runs. Company
to make records available.

Deadlocked California Valley JSC April 28-29-, 1966.

Post Marked May 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
Interstate Motor Lines

OTR Union claims Company failed to make Health and Welfare and
Dispute Pension contributions for regular employees, Paul Cormier
and Frank Poropatt for the month of February; payment due
on March 1, 1966.

Case #CV-46-1370.

JSC Motion: That the Union's position be upheld and the Union
moves to JWC.

Deadlocked California Valley JSC April 28-29, 1966.

Post Marked May 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
Interstate Motor Lines

OTR Union claims 8 hours pay due Frank Poropatt when Company
Dispute utilized sub-hauler to make deliveries from yard to Western
Pacific pig ramp in Stockton on January 18, 1966.

Case # CV-46-1373.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC April 28-29, 1966.

Post Marked May 3, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and
Consolidated Freightways

OTR Request pay for 5 trips from Billings to Sheridan, Wyoming
Dispute for B. L. Mennie. Trips were pulled on January 10, 12, 13,
19, and 25, 1966.

It was the Union's position that Mennie was on layoff status and should have pulled the Billings-Sheridan, Wyoming portion of these trips. Further, that any time during the 2 year layoff status Mr. Mennie must be called for trips and that not to do so was a violation of the provisions of the contract.

Employer stated that the power to pull these trailers was available in Great Falls and that the freight in Sheridan, Wyoming was destined for Great Falls, therefore, the drivers did not stop at the Billings terminal, since there was not reason for them to stop in Billings. During the period of time in question, Mr. Mennie was working for the Bulk Commodities Division of this Company and is carried on their seniority list. The employer had available for committee examination logs as filed by Mr. Mennie which showed that he was on duty during some of the time these trips were being pulled by the Great Falls drivers to Sheridan, Wyoming and return.

Case #M-580.

JSC Motion: That in Case #M-580 the Union's position be upheld and the claims for 5 trips be paid.

Deadlocked Montana JSC April 15, 1966.

ate filing - Received April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
California Cannery and Growers

Joint Council 7 Man worked 12 days in February, claims pay for Washington's
Dispute Birthday.

Case #LD-2264.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 21, 1966.

Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
Delta

Joint Council 7 Man referred from hiring hall was refused by Delta.
Dispute Delta maintains right to refuse per Article 38 (4). No.
discrimination regarding Union membership or activities.

Case #LD-2238.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 7, 1966.

Late Filing - Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
Garden City Transportation

Joint Council 7 Dispute Employees of Garden City should unload trucks, by fork lift,
at Coastal Warehouses in San Jose.

Coastal Warehouse is a separate corporation and does not have
a labor contract with Local 287. The unloading of trucks at
Coastal Warehouse, therefore, is not bound by agreement and
the shipper and consignee (Coastal Warehouse) may decide
who will load and unload by fork lift, according to Article 45.

Case #LD-2227.

Joint Council #7 Labor-Management Committee Motion: That
the Union position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 7, 1966.

Late Filing - Post Marked April 25, 1966.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Washington Motor Transport Association Inc.
on behalf of the following Companies:

OTR Consolidated Freight, Inc.
Dispute Garrett Freightlines, Inc.
Northern Pacific Transport Company
Oregon-Nevada-California Fast Freight
Pacific Intermountain Express - and,

Local 313, Tacoma, Washington
Local 524, Yakima, Washington
Local 690, Spokane, Washington
Local 741, Seattle, Washington

The Labor Relations Division, Washington Motor Transport Association, Inc., on behalf of its Power of Attorney members has become convinced since the Change of Operations Committee granted the Change of Operation filed for in Case #JWAC 2-6-2185 that the suggestion made by the Change of Operations Committee that the parties to that case meet and agree on the method and rate of pay for Companies using this new route is not possible and that it is necessary to file this case in order that a rate and method of pay can be established.

The Companies, thru the Labor Relations Division, Washington Motor Transport Association, Inc., have suggested that when the mileages of trips have increased by reason of use of this new route that the trip simply be paid for on the basis of miles and hours since the amount which would be paid is greater than was previously paid by the old route and, conversely, when mileage is reduced on any trip by reason of use of this new route that the reduction be taken in accordance with the Contract, namely, 1/6th each year beginning with July, 1966. Although the Labor Relations Division, Washington Motor Transport Association, Inc., and Companies involved, believe this is the correct way to resolve this problem this solution has been rejected by the Unions involved.

Case Number - None given.

JSC Motion: Due to the fact that practically all of the Union and Employer Panel Members at the JSC are involved in a decision in this case, the case is referred directly to the JWAC in San Francisco for decision. Motion Carried.

Date of JSC Action - April 20, 1966.

Post Marked April 21, 1966.

